

Town of Needham  
**Department of Public Works**  
 Public Services Administration Building, 500 Dedham Avenue  
 Needham, Massachusetts 02492  
 Telephone (781) 455-7550

**ACKNOWLEDGEMENT OF RECEIPT**

Release Date	<b>April 4, 2019</b>
Bid Title	<b>Road Surface Treatments</b>
Bid Number	<b>19DPW179C</b>
Number of Documents	The Bid Package consists of 3 PDF documents. Returning this form confirms receipt of all the documents.
Pre-Bid Meeting	<b>N/A</b>
Questions Due	<b>April 16, 2019 at 2:00PM</b>
Bids are Due	<b>April 26, 2019 at 2:00PM</b> , Administration Office of the Department of Public Works located at the Public Services Administration Building, 500 Dedham Ave., Needham, MA, 02492
Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is <b>recommended</b> that interested bidders complete this <b>acknowledgment and return via email to <a href="mailto:dpwadmin@needhamma.gov">dpwadmin@needhamma.gov</a></b> or fax to the Department of Public Works at (781) 449-9023. Only by doing this, will the Town be able to provide notification of any addenda or answered questions relating to this bid. <b>Only those companies or individuals shown on the Distribution Register will receive addenda to this bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register.</b> Proposals from companies or individuals <b>not</b> acknowledging the addenda may be <u>rejected</u> as <b>not responsive</b> .	
Number of Company or Individual	
Name / Title of Contact	
Address	
City/Town, State, Zip Code	
Telephone Number	
Fax Number	
Email Address	
Signature	
Date	
Addenda will be posted to the Town's website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.	

**Road Surface Treatments  
19DPW179C**



Release Date	<b>April 4, 2019</b>
Pre-Bid Conference	<b>N/A</b>
Deadline for Questions	<b>April 16, 2019 at 2:00PM</b>
Bids Due	<b>April 26, 2019 at 2:00PM Director of Finance and Administration PSAB 500 Dedham Ave. Needham, MA 02492</b>

**(Advertised in the Needham Times issue of Thursday, April 4, 2019)**  
**(Advertised on the MNPA's website, Thursday, April 4, 2019)**  
**(Published in Central Register issue of Wednesday, April 3, 2019)**  
**(Advertised in CommBuys on Thursday, March 28, 2019)**

**LEGAL NOTICE**

**Town of Needham  
Invitation for Bid (IFB)  
19DPW179C  
Road Surface Treatments**

The Town of Needham is accepting sealed bids for a **Road Surface Treatments**. Copies of the Invitation for Bid (IFB) package will be available beginning **April 4, 2019** at the Administration Office of the Public Works Department, 500 Dedham Ave., Needham, MA 02492 between the hours of 8:30 A.M. – 5 P.M, or from the Town's web site [www.needhamma.gov/bids.aspx](http://www.needhamma.gov/bids.aspx) and will be available until submission deadline. Sealed bids must be submitted no later than **2:00PM, April 26, 2019** to the Administration Office of the Public Works Department, Town of Needham, 500 Dedham Ave., Needham, MA 02492. All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid. **LATE BIDS WILL NOT BE CONSIDERED.** Bids will be publicly opened after submission deadline. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

**Kate Fitzpatrick  
Town Manager  
April 4, 2019**

**19DPW179C  
Road Surface Treatments  
Procurement in Brief**

Primary Procurement Contact	<b>Molly Ahearn, Administrative Analyst 781-455-7550 x345</b>
Contract Manager	<b>Rhain Hoyland, Highway Superintendent</b>
Bid Package Available	<b>April 4, 2019</b> - Information and details of bidding requirements may be obtained at the Administration Office DPW, PSAB, 500 Dedham Ave., Needham, MA 02492, or online at the Town's web site <a href="http://www.needhamma.gov/bids.aspx">http://www.needhamma.gov/bids.aspx</a>
Pre-Bid Meeting	<b>N/A</b>
Bid Deposit	<b>5% bid deposit is required as part of bid</b>
Deadline for Written Questions	<b>April 16, 2019 at 2:00PM</b> By Mail: DPW - 500 Dedham Ave., Needham, MA 02492 By Email: <a href="mailto:dpwadmin@needhamma.gov">dpwadmin@needhamma.gov</a> By Fax: 781-449-9023 <b>Questions are to be clearly labeled as: QUESTIONS - Road Surface Treatments, 19DPW179C</b>
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's webpage and emailed to all bidders on record as having received the bid package.
When and where bids are due	<b>April 26, 2019 at 2:00PM, Administration Office DPW, PSAB, 500 Dedham Ave., Needham, MA 02492.</b>  <b>LATE BIDS WILL NOT BE CONSIDERED</b>
Where bids will be opened	<b>Charles River Room, PSAB, 500 Dedham Ave., Needham, MA, 02492, after submission deadline</b>
Number of Required Paper Copies	<b>3 copies</b>
Contract Award	<b>Anticipated June 7, 2019</b> Approval of Town Manager and Town Counsel is REQUIRED
Contract Length	<b>This Agreement shall be for a term commencing upon execution and ending December 31, 2019. This agreement may be renewed or extended for up to two years, in one year terms, at the sole discretion of the Town.</b>

<b>Upon Award of Contract</b>	
<b>Payment Bond</b>	50% payment bond, if required
<b>Performance Bond</b>	Will NOT be Required
<b>Insurance</b>	Refer to Contract Terms
<p>* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (C) occurs first. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>	

## **PART 1 – GENERAL CONDITIONS AND SUBMISSION REQUIREMENTS**

### **1.01 Intent**

The Town of Needham (hereinafter referred to as the “Town”), acting through its Town Manager, invites highly qualified bidders to submit sealed bids to perform all labor necessary for **Road Surface Treatments**.

All bids are subject to the provisions of M.G.L. Chapter 30, 39M. The Town will award the contract to the lowest responsible and eligible bidder as set forth in section 1.15. The Town of Needham reserves to itself the right to accept or reject any and all bids, or to allow or deny variations from these specifications. Such actions will be deemed to be in the best interest of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for a minimum of ninety (90) calendar days from the date of bid opening.

### **1.02 Proposed Contract Term**

The initial term of this agreement shall commence upon signature of the contract and end **December 31, 2019**. This agreement may be renewed or extended for up to **two** yearly extensions, **through December 31, 2020** and **December 31, 2021** respectively, at the sole option of the Town and upon the terms described in the Invitation for Bid. The maximum term of this contract will result in an ending date of **December 31, 2021**. The successful Bidder must enter into the Form Agreement prepared by Town Counsel (Sample Available Online).

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

### **1.03 Pre-Bid Conference and Requests for Interpretation**

Refer to Procurement in Brief for details.

Bidders shall promptly raise the issue of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents, the work site or any other conditions which apply to the work. Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand, fax or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

### **1.04 Information About Changes to the Bid (Addenda)**

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. Addenda will also be posted to the website. Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

## **1.05 Bid Submission**

The bidder shall submit his/her proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section. All bids shall be submitted to the Director of Finance and Administration, Town of Needham, Administration Office, 500 Dedham Avenue, Needham, MA 02492. Each bid shall be sealed in an envelope on which is clearly indicated: **Name & Address of Bidder, IFB 19DPW179C, Road Surface Treatments, due 2:00PM, April 26, 2019.** All submitted bids shall include Invitation for Bids, Bid Information, Bid Scope of Work, and all Addenda issued, and all portions of the BID FORMS must be completed and submitted in order for a submission to be deemed acceptable. Bidders will submit insurance certificates validating current coverage at the time of bid submission. Bids received at the Administration Office after the time of opening of bids designated in the IFB will be returned to the bidder unopened. Bids will be publicly opened and read aloud after the bid due date in the Charles River Room at the Public Services Administration Building, 500 Dedham Avenue, Needham, MA 02492.

## **1.06 Bid Deposit**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid. They shall be made payable to the Town of Needham and shall be in the form of certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

## **1.07 Bid Form**

All bids must be made on the attached bid forms.

Bids shall be firm for the duration of the contract. No price adjustments will be allowed. Fuel surcharges or vehicle charges or adjustments will not be allowed. Payment for materials and/or service will be made only after satisfactory performance or all requirements of the specification and upon approval by the Director of Public Works or his designate. The Town reserves the right to accept or reject any or all bids, wholly or in part, and to make the award in the best interest of the Town.

## **1.08 Bond Requirements**

If the value of the contract is over \$25,000 or more, the following shall apply:

### **LABOR & MATERIALS BOND (PAYMENT BOND)**

Pursuant to M.G.L. c. 149, § 29, the Contractor shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, in an amount of one half of the total Contract price for payment for labor performed or furnished and materials used or employed therein, when the Contract is executed. The payment bond shall be on the form provided by the Town.

It is distinctly agreed and understood that any changes made in the drawings and specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the OWNER to the CONTRACTOR, shall in no way void, release or affect the liability and surety on the bond given by the CONTRACTOR.

## **1.09 Insurance Requirement**

Insurance Certificates indicating coverage for general liability, property damage, and workers' compensation as outlined in Sample Agreement available online, and must include the Town of Needham as additionally insured (at time of award). The selected bidder shall take out and maintain during the life of this contract Workers' Compensation Insurance for all employees employed on the site of this project,

in a manner and to the extent provided by Chapter 152 of the General Laws, and shall provide the Town with written evidence showing compliance with this statute at the time of award.

The selected Bidder shall indemnify and save the Town harmless from and against all claims, suits, damages and outlays resulting from or by reason of loss, damage or injury of or to any person or property, wherever located which shall be caused by any action or operation under this agreement.

### **1.10 OSHA Training**

The bidder certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee (Chapter 306 of the Acts of 2004).

### **1.11 DCAM Certification**

DCAM Certification as a General Contractor for this project is **not** required.

### **1.12 Statement of Compliance**

The CONTRACTOR shall submit a Statement of Compliance stating that persons employed by the award recipient are paid in accordance with the provisions of Sections 26 to 27H of Chapter 149 of the General Laws (i.e. "The Prevailing Wage Law"). The selected Bidder will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies there under, or its claim thereto without the previous written consent of the Town.

### **1.13 Prevailing Wage Rates**

The state prevailing wage law, MGL Chapter 149, Section 27B requires contractors and subcontractors to submit certified payroll records to the Town. Contractors and subcontractors must submit weekly payroll records either by (1) first class mail, or (2) electronic mail. Furthermore, every weekly submittal of payroll records must contain a signed statement by the employer that indicates (1) that the records are correct, and (2) the rate of wages that each worker receives. Please feel free to contact the Department of Labor Standards at (617) 626-6953 if you have any questions. Questions about enforcement of the prevailing wage law may be directed to the Attorney General's Fair Labor and Business Practices Division at (617) 727-3465.

### **1.14 Duration of Bid Prices**

All bids are to remain valid for 90 days after the opening of the bids.

### **1.15 Contractor Selection**

MHD PRE-QUALIFICATION: Contractors intending to bid on this project must be pre-qualified with the Massachusetts Highway Department (MHD) at the time of the bid opening. However, contractors need not obtain any forms from the MHD prior to receiving the specifications. All proposals submitted by non-pre-qualified bidders will be rejected.

Subject to MHD pre-qualification, the Town will review all bids, and will award the contract to the lowest responsible and eligible bidder based on the total bid price per bid item for year one. The Town reserves to itself the right to accept or reject any and all bids, or to allow or deny variations from these specifications.

In the event that there is a **tie bid** between two (2) responsible and eligible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a **tie bid** with three (3) or more responsible and eligible bidders, the award shall be made by a draw by lot limited to those bidders. The coin



toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the location of bid submission during regular business hours.

Upon Vendor selection, the Town of Needham will mail to the selected Vendor(s), three (3) contracts to be executed by the Vendor(s) and returned to the Town of Needham with the appropriate insurance certificates. The Town of Needham will then counter execute the three (3) contracts and return one complete contract to the Vendor(s). The Town's Standard Contract is available online. Bidders are expected to review the sample contract "Short Form Agreement". Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

It is the intention of the Town of Needham not to award a contract under this or any other proposal if the Contractor cannot furnish satisfactory evidence that he/she has the ability and experience to perform this class of work and that he/she has sufficient capital and equipment to enable him/her to prosecute the work successfully and to complete it within the time named in the contract. The Town of Needham reserves the right to reject this or any other proposal or to award the contract as is deemed to be to the best interest of said Town.

### **1.16 General Safety, Licenses, & Performance**

The contractor's personnel working on this project must hold all necessary licenses and permits to perform the work required under this contract as required by the Town of Needham under the Commonwealth of Massachusetts regulations. The contractor must submit the names and all qualifying materials of the site supervisor that will be assigned to this project. All work will be done in accordance with applicable industry standards, codes and regulations, and/or manufacturer's specifications. Contractor is responsible for providing adequate safety measures during work to ensure protection of life and property. Any Town buildings, grounds and surrounding property damaged by the selected contractor will be restored to its original state, at the cost of the selected contractor.

The contractor shall be informed that there is a thirty (30) day cancellation clause in this contract for improper service. Complaints not rectified within a reasonable length of time from day of notice as determined by the Town may cause the Town to notify the contractor by registered or certified mail that the contract will be cancelled thirty days from the date of the letter. Any defective workmanship shown to be caused by improper or faulty installation shall cause the Contractor to correct, repair and/or replace all material and labor at no cost to the Town. The Contractor will warrant that all workmanship shall be first class and shall be performed by persons qualified and licensed in their respective trades.

Any additional work that is performed beyond this agreement must be approved by the appropriate Town authority. The absence of approval from the appropriate Town authority will be considered a violation of the contract.

### **1.17 Site Maintenance and Inspection**

The selected contractor will be responsible for maintaining the work site in a safe and orderly fashion on a daily basis. The contractor is responsible for the proper securing of all items associated with the project, including but not limited to: debris, tools, material, scaffolding, ladders, etc. The contractor is responsible for the repair or replacement of any item, equipment, space or area which may be damaged by the contractor during the execution of this project. The contractor is responsible for the removal and disposal of all debris and materials generated from this project.

### **1.18 Private Property**

Before any work is performed on private property, the Contractor must have in his/her possession a RIGHT OF ENTRY form signed by the property owner. The Town may assist the Contractor in obtaining permission.

### **1.19 Dig Safe Law**

Before proceeding with excavation operations, the Contractor shall notify the State of Massachusetts Underground Plant Damage Prevention System (Dig Safe) at 1-888-344-7233, and shall make such supplemental investigations.

### **1.20 Private Utilities Coordination**

Coordination with private utilities is the sole responsibility of the contractor (including natural gas, electricity, telephone, cable, etc.). The contractor shall be responsible for notifying Dig Safe prior to any start of work. Any assistance the Town may offer in coordinating with private utilities shall not absolve the contractor's responsibility to coordinate with private utilities as necessary to accomplish the contract work. The contractor shall be responsible and liable for all damages to the existing utilities and structures.

### **1.21 Public Utilities Coordination**

Coordination with public utilities is the sole responsibility of the contractor (including water, sewer, and drain). The contractor shall be responsible to call the Water, Sewer & Drain Inspectors at least 48 hours prior to the start of work to schedule said inspections at 781-455-7550, Mon.-Fri. 8:30 am - 5:00 pm. The Water, Sewer & Drain Inspectors must inspect the work. Any assistance the Town may offer in coordinating the public utilities shall not absolve the contractor's responsibility to coordinate with public utilities as necessary to accomplish the contract work. The contractor shall be responsible and liable for all damages to the existing utilities and structures. At the contractor's request the Town will supply water from hydrants for work. The use and operation of Town of Needham fire hydrants is restricted to Town employees only. The Town will set up a fire hydrant connection assembly each day to supply water as needed. The contractor is responsible for proper connection to the hydrant assembly and may operate the click valve only.

### **1.22 Traffic Controls**

The Contractor shall furnish all local Police Officers to direct traffic and to keep the traffic off any part of the roadway in which construction is being carried out on, as, in the opinion of the Engineer are necessary for such purpose. Arrangements for officers shall be made well in advance of the work schedule for each day. If for any reason the Contractor cancels work for that day, and the Needham Police Department is not given advance notice, the Contractor will be responsible for that officer's wages. If the contractor has performed work that has not been accepted by the town and has to be redone to meet the specification, then the contractor is responsible for the expense of the police details due to poor workmanship or warrantee issues. Except in the instance above, the Owner will reimburse the Contractor for all other police details. The contractor must submit payments directly to the Needham Police Department or other police department's that have supplied officers to the job site and supply copies of invoices showing invoice has been paid to the Department of Public Works as proof of payment.

### **1.23 Material Disposal**

The Contractor, at no additional cost to the Town, shall dispose of all material that has been removed from each location.

### **1.24 Quantities**

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

## **1.25 Subcontracting**

The Contractor shall keep the work under his personal control and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof, without the previous written consent of the Owner. Should the Contractor require the services of one or more sub-contractors, the Contractor shall submit to the Owner, at the time of submittal of bids, the name and references for the sub-contractor(s) for review and approval by the Owner. Said sub-contractor(s) shall not begin any work or bring any equipment, etc., onto the site until such approval is given. Under no circumstances shall the Contractor sub-contract more than forty percent of the work on the project. The Contractor shall be responsible for the operations of any sub-contractor(s) and the sub-contractor shall be subject to the directions of the Contractor's Project Supervisor.

## **1.26 Invoices & Reporting**

Upon verification that the work has been completed, invoices must be sent to Town of Needham, Finance and Administration Division, Department of Public Works, 500 Dedham Avenue, Needham, MA 02492. Each bill shall contain a cover sheet listing the broken out labor and materials cost, and back-up documents including materials costs, and other relevant information. Certified payroll will be required. Invoices shall not be processed for payment until the above information is provided in a format acceptable to the Director of Finance and Administration or their designee. Invoices for on-call services must specify the cost of labor, hours worked, and cost of materials for each project. Invoices shall be itemized by units and by location or project.

## **1.27 Payment**

Payment shall be made on the amount of work performed based upon the unit prices placed on the bid forms. Payment shall be made upon submission of an invoice and acceptance of the work by the Director of Public Works, or his designated agent. The payment of these amounts shall be considered full and complete payment for all labor, material and equipment necessary, including traffic control, to perform the specified work.

The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number.

Invoices for additional services must include the date and times of the work, the type of the services performed; the number of hours or units to be charged, and the name of the person who authorized the work.

## **1.28 CORI/SORI**

See Article 30 of Sample Agreement.

## **1.29 Supplemental Equal Opportunity Anti-Discrimination & Affirmative Action Program**

This contract is subject to the Supplemental Equal Opportunity Anti-Discrimination and Affirmative Action Program (EEO/AA) provisions attached to the Project Manual.

## **1.30 Submission Requirements**

### **Quality Requirements**

- ✓ **All bidders must furnish proof of a minimum of five (5) continuous years in business.**
- ✓ **All bidders must provide owner contact information for five (5) projects of similar nature and scope completed within the last five (5) years.**
- ✓ The bidder shall submit their proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section.

## **Submission Requirements**

1. The bid is to be submitted and addressed as follows: Director of Finance and Administration, PSAB, 500 Dedham Ave., Needham, MA 02492.
2. The bid is to be clearly marked: IFB 19DPW179C, Road Surface Treatments.
3. Bidder must acknowledge all addenda related to this IFB, if any.
4. Bidder must submit a completed **Bid Form A: Bid Form** or an exact copy, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed. Fuel surcharges or vehicle surcharges or adjustments will not be allowed.
5. Bidder must submit a completed **Bid Form B: Bidder Information Response** form.
6. Bidder must submit a completed **Bid Form C: Authentication Form**.
7. Bidder must submit a signed **Bid Form D: Certificate of Good Faith**.
8. Bidder must submit a completed **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
9. Bidder must submit a completed **Bid Form F: Certificate of Compliance for Public Construction More than \$10,000.00**.
10. Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package).
11. Bidder must submit a completed **Bid Form H: Certificate of Authority** (attached) or **Corporate Resolution**; if applicable.
12. Bids must be received and time stamped no later than the deadline stated in the **Procurement Schedule** (Where and When Bids are Due). LATE BIDS WILL NOT BE CONSIDERED.
13. A **Bid Deposit** is required.
14. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be at the sole responsibility of the Bidder.
15. Any additional requirements as required in the Scope of Service.

**The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.**

## **PART 2 – SCOPE OF WORK**

### **2.01 General**

Bid Item 1: Random-Crack Sealing By Fiber Reinforced Method Modified Asphalt-Fiber Compound and Modified Rubber PG 64-34 or PG 70-34 after Modification (Extendo Pave Crack Sealant or Equivalent)

Bid Item 2: Stone Seal (Double)

Bid Item 3: Asphalt-Rubber Surface Treatment with Aggregate Cover (20% Rubber)

### **2.02 Hours of Work**

Normal hours of work shall be between the hours of 7:00 am and 3:30 pm, Monday through Friday, unless otherwise specified. No work shall be performed on Saturdays, Sundays, Holidays, or any other times other than normal hours of work without express permission from the Director of Public Works or his designee. All work in this contract will be identified by the Director of Public Works and shall be constructed in accordance to Town Specification or as directed by the Director.

### **2.03 Response Time**

The contractor must designate an employee or contact with the authority to speak on behalf of the contractor for initiating requests for service. The Town will select a designee or designees to initiate work on behalf of the Town.

A request for service will be generated in writing (including email, mail, and fax) for work as scheduled. Contractor must respond to scheduled work within forty-eight (48) hours after receipt of notification and schedule work to be completed within two (2) weeks.

Failure to meet these obligations may subject the contractor to penalties of \$500 per business day for noncompliance. Failure to meet these objectives may subject the contractor to loss of contract and the contractor may assess the difference between their bid price and the next lowest responsible and eligible bidder.

### **2.04 Supervision**

The contractor shall designate a project supervisor in writing upon a receipt of awarded contract. Any change in supervision shall require the prior approval in writing of the Director of Public Works or his designee. Failure of the contractor complying with this requirement may result in the Town, after one written warning, and at its sole option, charging a penalty of \$200 per day until an approved project supervisor is on site. The project supervisor shall be present at each project during the execution of work. Once project has begun, the contractor shall pursue and coordinate all work in a continuous and diligent manner until all work is completed, unless otherwise directed by the Director of Public Works or his designee.

Bid Item 1: The contractor shall employ a minimum of four (4) competent workers on site daily. Failure to comply with this requirement may result in a penalty of \$200 per business day of noncompliance as determined by the Director of Public Works.

Bid Item 2: The contractor shall employ a minimum of one (1) competent worker on site daily. Failure to comply with this requirement may result in a penalty of \$200 per business day of noncompliance as determined by the Director of Public Works.

Bid Item 3: The contractor shall employ a minimum of three (3) competent workers on the site daily. Failure to comply with this requirement may result in a penalty of \$200 per business day of non-compliance, as determined by the Director of Public Works.

## 2.05 Specifications

### Bid Item 1: Random-Crack Sealing By Fiber Reinforced Method Modified Asphalt-Fiber Compound and Modified Rubber PG 64-34 or PG 70-34 after Modification (Extendo Pave Crack Sealant or Equivalent)

General: The work covered by this section of the specification consists of furnishing all plant, labor, equipment, traffic control and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, and vegetation removal and sterilization of cracks when necessary.

Material: Crack sealant shall be a modified asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant.

- a. The asphalt binder shall consist of a blend of neat asphalt binder and chemically modified crumb rubber (CMCR) that meets the following specifications:
  - PG 64-34 or PG 70-34 after modification
  - Viscosity of not more than 3PaS at 300 degrees F
  - Modification at a minimum shall consist of 7% CMCR and the maximum particle size for the CMCR shall be 80 mesh (#80 sieve)
  - The performance grade of the neat asphalt binder shall not exceed a PG 58-XX
  - The asphalt supplier shall provide testing for the neat asphalt binder and modified asphalt binder in accordance with AASHTO M320
- b. Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length*	0.25in.+0.02
Elongation at Break; ASTM D2256-90	38%
Melting Point; ASTM D3418-82	>475 degrees F (246 degrees C)
Crimps/Inc; ASTM D3937-90	None
Cross Section	Round
Denier; ASTM D1577-90	4.5 Nominal dpf
Tensile Strength; ASTM D2256-90	>70,000 psi
Diameter	0.0085 in.**
Specific Gravity; ASTM D792-91	1.32 to 1.40

\*At temperatures ranging from ambient to maximum finished product mix temperature

\*\* Subject to Normal Variations

Modified asphalt-fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

Equipment: Equipment used in the performance of the work required by this section of the specification shall be subject to engineer approval and maintained in a satisfactory working condition at all times.

- a. Air Compressor: air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- b. Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.
- c. Melter: the unit used to melt or maintain crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the

crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600 degrees F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200 degrees F and 550 degrees F and must be capable of pumping an 8% fiber content blend.

**Preparation of Cracks:**

- a. Debris and Vegetation Removal: all cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000 degrees F. and 3,000 foot/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.
- b. General: no crack sealant material shall be applied in wet cracks or where frost, snow or ice is present or when ambient temperature is below 40 degrees F.

**Preparation and Placement of Sealant:**

- a. The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. Whenever material is added to the tank, sealing operations shall be suspended for 1 hour to allow for the minimum required mixing time. Minimum application temperature shall be 320 degrees F.
- b. Sealant shall be delivered to the pavement cracks through a high-pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5 inches. Once the pavement cracks are sealed the width of the sealant on the pavement (overbanding) shall be no greater than 3 inches. When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over the cracks to prevent sealant from being picked up.
- c. Properly formulated and mixed asphalt fiber compound overbanding shall not be greater than three inches (3") in width.
- d. The Director of Public Works, or his designated agent, may require the contractor to successfully perform a 200 foot test strip in the field seven (7) days prior to commencing work under the contract.

**Workmanship:** all workmanship shall be of the highest quality, and any excess of spilled sealant shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the engineer at the contractor's expense.

**Quantities:** one or more work orders may be issued in any given year. The minimum work order request shall be 1,000 gallons. The Town will not request less than the minimum amount of work indicated in any one work order. The Director of Public Works, or his designated agent, shall determine annual quantities.

**Payment:** the unit of measure for the work will be by the gallon of material meeting contract specification as determined by the Director of Public Works, or his designated agent. The contractor and the Director of Public Works, or his designated agent, must agree on the exact amount of material used at the end of each workday. The contractor must submit the gallons of material used for each roadway segment and/or parking lot with the invoice for payment. The Director of Public Works, or his designated agent, and the contractor will inspect and agree on the amount of material in the kettle at the beginning of each day, the amount added on each refill and the amount left in the kettle at the end of each day in order to determine the exact amount of gallons applied. Payment shall be at the unit bid price in the proposal and shall be full compensation for furnishing, preparing, placing the material specified and furnishing of all labor, equipment and incidentals for the satisfactory completion of this item including traffic control.

**Performance:** it is the intention of the Town of Needham not to award a contract for Crack-Sealing work under this or any other proposal if the contractor cannot furnish satisfactory evidence that he/she has the

ability and experience to perform this class of work and that he/she has sufficient capital and equipment to enable him/her to prosecute the work successfully and to complete it within the time named in the contract. The Contractor shall not sublet any portion of this contract, and will own all equipment used to complete such contract. It will be the responsibility of each contractor to visit the job site with the Highway Superintendent. The Town of Needham can reject any bid of a contractor who has not visited the work site. The Town of Needham reserves the right to reject this or any other proposal or to award the contract as is deemed to be to the best interest of said Town. Properly formulated and mixed asphalt fiber compound over banning shall not be greater than 3 inches in width.

Guarantee: any material or workmanship found to be defective for up to two (2) years from the date of acceptance by the Director of Public Works or his designated agent shall be replaced by the contractor at no cost to the Town. Upon notification of defective material or workmanship, the contractor shall immediately replace such defective areas. The term designated agent shall mean an employee of the Town designated by the Director of Public Works.

Protection of Work: once work has begun, as indicated in a work request, the contractor shall pursue work in a continuous and diligent manner until all work is completed unless otherwise directed by the Director of Public Works or his designated agent.

No crack seal shall be placed on any roadway casting frame, grate or cover. The contractor will clean the casting as needed to ensure that all casting grates and/or cover can be removed for normal access.

Bid Item 2: Stone Seal (Double)

General Description: work under this contract shall consist of the contractor furnishing and applying liquid asphalt and stone on properly prepared bituminous streets. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be selected by the Director of Public Works, or his designated agent.

Materials:

- a. Liquid Asphalt: liquid asphalt grades shall be: CRS-2 (3% Latex), CMS-2 (3% Latex), RS-2 (3% Latex), HFMS-2 (3% Latex), or MC-3000 conforming to AASHTO specifications M208, M140 or M82.
- b. Latex Additive: the latex additive shall be Ultra pave 70 (Anionic) or Ultra pave 1156 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the Director of Public Works, or his designated agent.

	<b>Anionic</b>	<b>Cationic</b>
Monomer Ratio (Butadiene/Styrene)	(76 +/- 2/24 +/- 2)	(76 +/- 2/24 +/- 2)
Solids, min %	67	59
Solids, min lbs. /gal.	5.2	4.8
Coagulum (80 mesh screen) max	0.1%	0.1%
pH of Latex	9.5 - 10.5	4.0 - 5.5
Brookfield Visc. (Model RVT, #3 spindle @20 RPM)	800 - 2000	5000 max.
Mechanical Stability	Excellent	Excellent

- c. Stone: stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. 9.5 mm, (3/8"), stone shall be treated prior to application with a liquid asphalt material at the rate of 0.2% to 0.5% to ensure uniform treatment of all stones. Proper pre-treatment of 9.5 mm, (3/8"), top course shall be obtained by a twin shafted Pug mill with a Digital Readout Belt Scale.



Required Stone Gradation:

<b>12.5 mm, (1/2"), Stone</b>		<b>9.5 mm, (3/8"), Stone</b>	
Sieve Size	% Passing	Sieve Size	% Passing
15.88 mm, (5/8")	100	12.5 mm, (1/2")	100
12.5 mm, (1/2")	85 – 100	9.5 mm, (3/8")	85 – 100
9.5 mm, (3/8")	15 – 45	6.3 mm, (1/4")	10 – 60
4.75 mm, (#4)	0 – 10	4.75 mm, (#4)	0 – 25
2.36 mm, (#8)	0 – 2	2.36 mm, (#8)	0 – 5

Maximum passing 0.075mm, (#200), sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments.

Material Quantities: the quantity of asphalt emulsion to be used on the double application shall be in the range of 3.2 to 4.1 liters per square meter, (0.70 to 0.90 gallons per square yard), or the quantity of MC-3000 to be used on the double application shall be in the range of 2.5 to 3.4 liters per square meter, (0.55 to 0.75 gallons per square yard). Cover aggregate shall be spread in the range of 30 to 40 kilograms per square meter (55 to 75 pounds per square yard). The contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The contractor must maintain a laboratory open to the inspection of the Director of Public Works, or his designated agent.

Equipment: the equipment used by the contractor shall include, but not be limited to, one or more of the following:

- a. Asphalt Distributor: the asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed, and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between .5 to 9.1 liters per square meter, (0.1 to 2.0 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters, (16 feet).

The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray nozzles in .3 meter (one foot) increments, which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

- b. Aggregate Spreader: the aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 5.4 meters, (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0 - 6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of stone, which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.
- c. Rollers: at least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons (8 tons) and contact pressure adjustable from 1400 to 2000 kPa (200 to 300 psi).

- d. Trucks: rear discharge conveyor-fed trucks in sufficient number and size must be used to deliver stone to the spreader.

Construction Methods:

- a. Streets to be Treated: the Director of Public Works, or his designated agent, shall determine the streets, which shall receive, treated stone seal treatment. Measurements of streets to be treated shall be made by the contractor and the Director of Public Works, or his designated agent, and the contractor shall prepare a cost estimate for each street prior to beginning work.
- b. Surface Preparation: surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (valve covers, manhole covers, drop inlet gratings), etc., will be the responsibility of the Director of Public Works or his designated agent, and will be completed before the contractor moves onto the job.

Immediately prior to the application of asphalt materials, Highway Division personnel shall remove small branches and other debris, and use a mechanical street sweeper to clean any loose material from the pavement surface.

- c. Weather Limitations: work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10°C (50° F).
- d. Spreading Asphalt and Treated Stone: prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The Director of Public Works or his designated agent shall be responsible for providing the contractor with an aggregate storage area near the job site. The asphalt material shall not be applied more than 90 meters (300 feet) in advance of the self-propelled aggregate spreader. **At no time shall any asphalt material be on any road surface for more than 15 minutes before it is covered with treated stone.**
- e. Rolling: initial rolling shall be done immediately following the application of treated stone. Rollers shall be operated at a speed that will not displace aggregate.
- f. Surplus Aggregate: surplus aggregate shall be swept off of the road surfaces by the Highway Division, and shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

Payment: payment for work under this agreement shall be made at the contract unit price per square yard times the number of square yards, measured by the Contractor and the Director of Public Works, or his designated agent, of road surface treated.

Performance: it is the intention of the Town of Needham not to award a contract for Stone Seal (Double) work under this or any other proposal if the contractor cannot furnish satisfactory evidence that he/she has the ability and experience to perform this class of work and that he/she has sufficient capital and equipment to enable him/her to prosecute the work successfully and to complete it within the time named in the contract. The contractor shall not sublet any portion of this contract, and will own all equipment used to complete such contract. It will be the responsibility of each contractor to visit the job site with the Highway Superintendent or his designee. The Town can reject any bid of a contractor who has not visited the work site. The Town of Needham reserves the right to reject this or any other proposal or to award the contract as is deemed to be to the best interest of said Town.

Guarantee: any material or workmanship found to be defective for up to two (2) years from the date of acceptance by the Director of Public Works or his designated agent shall be replaced by the contractor at no cost to the Town. Upon notification of defective material or workmanship, the contractor shall immediately replace such defective areas. The term designated agent shall mean an employee of the Town, designated by the Director of Public Works.

Protection of Work: once work has begun, as indicated in a work request, the contractor shall pursue work in a continuous and diligent manner until all work is completed unless otherwise directed by the Director of Public Works or his designated agent.

The contractor must locate and place temporary protective covers on all roadway castings. All temporary protective covers shall be removed and disposed of by the contractor within 24 hours after completing the work. The contractor will clean the casting as needed to ensure that all casting covers and/or grates can be removed for normal access.

Bid Item 3: Asphalt – Rubber Surface Treatment with Aggregate Cover (20% Rubber)

Stress Absorbing Membrane - SAM  
Stress Absorbing Membrane Interlayer – SAMI 0395

General Description: this specification covers requirements for materials, manufacture, and application of asphalt-rubber as a stress absorbing membrane (SAM) or a stress absorbing membrane interlayer (SAMI). This specification shall consist of an application of a combined reacted mixture of hot paving grade asphalt and ground rubber followed immediately with a cover material.

Base Materials:

- a. Asphalt Cement: asphalt cement for the asphalt-rubber mixture shall be PG 58-28 OR PG 64-28, complying with the requirements of appropriate state or local specifications. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier.
- b. Anti-stripping Agent: if required by the job-mix formula to produce appropriate water resistance, an anti-stripping agent that is heat stable and approved for use by the Director of Public Works or his designated agent, shall be incorporated into the asphalt-rubber material at the dosage required by the job-mix formula (up to 1.0% by weight of asphalt). It shall be added to the asphalt cement prior to blending with the granulated rubber.
- c. Rubber: the granulated rubber shall be vulcanized rubber product from the ambient temperature processing of scrap, pneumatic tires. The granulated rubber shall meet the following gradations: No substitutions will be accepted.

Sieve Size	% Passing
2.00 mm, (#10)	100
1.18 mm, (#16)	90 – 100
0.60 mm, (#30)	25 – 75
0.18 mm, (#80)	0 – 20

The use of rubber of multiple types from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements. The length of the individual rubber particles shall not exceed 3 mm (1/8"). The rubber shall be accepted by certification from the rubber supplier.

- d. Aggregate: the aggregate shall conform to the requirement of appropriate state or local specifications for crushed stone. Crushed gravel stone will not be permitted. Percentage of wear as determined by the Los Angeles Abrasion Test (AASHTO-T96) shall be a maximum of 30. The aggregate shall be pre-heated to a temperature between 93°C and 149°C (200°F and 300°F), and be pre-coated with 0.4% to 0.8% (by weight of aggregate) of AC-10 or AC-20 asphalt cement prior to application. It is recommended that the gradation of the aggregate meet the following limits:

Sieve Size	% Passing – Nominal Size	
	9.5 mm, (3/8")	12.5 mm, (1/2")
15.8 mm, (5/8")	100%	100%
12.5 mm, (1/2")	100%	85 – 100%
9.5 mm, (3/8")	85 – 100%	15 – 45%
4.75 mm, (#4)	0 – 25%	0 – 15%
2.36 mm, (#8)	0 – 5%	0 – 5%
0.30 mm, (#50)	0 – 2%	0 – 2%
0.075 mm, (#200)	0 – 2%	0 – 2%

- e. Materials Testing: a minimum of 60 days prior to construction, the Director of Public Works or his designated agent, or contractor (if asphalt-rubber supplier is acting as a sub-contractor) shall send a representative sample of the asphalt cement and the aggregate proposed for use to the asphalt-rubber supplier for testing. Testing for stripping and asphalt content to determine and assure that appropriate characteristics are achieved when blended with the granulated rubber will be performed.

**Asphalt-Rubber Mixing and Reaction:**

- a. Mixing and Reaction: the percent of rubber shall be 20 +/- 3% as indicated by the mixture design for specific project requirements by weight of total mixture, that is, by total weight of asphalt cement, plus granulated rubber. The exact granulated rubber content shall be determined by the mix design submitted by the asphalt-rubber supplier based on laboratory testing.

The temperature of the asphalt shall be between 177°C and 218°C (350°F and 425°F), at the time of addition of the granulated reclaimed rubber. The asphalt and rubber shall be combined and mixed together in a blender unit and reacted in the distributor for a period of time as required by the mix design. The temperature of the asphalt-rubber mixture shall be above 163°C (325°F), during the reaction period.

- b. Delays: when a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application, but not to a temperature exceeding 191°C (375°F). An additional quantity of granulated rubber or additive not exceeding 3% by volume of the hot asphalt-rubber mixture may be added after reheating.
- c. Viscosity: viscosities shall be run, by the asphalt-rubber supplier, on each blended load of asphalt-rubber using a Haake-type field viscometer. The viscosity of the final product shall be in the range of 1,000 to 3,500 centipoises.

**Equipment:**

- a. Mechanical Blender: a mechanical blender for proper proportioning and thorough mixing of the asphalt-cement and granulated rubber is required. This unit shall be equipped with: an asphalt totaling meter (liters or gallons); a flow rate meter (liters per minute or gallons per minute); a positive displacement auger to feed the rubber properly to mixing chamber at the specified rate; and a static motionless mixer. Blender will have a separate rate; and a static motionless mixer. Blender will have a separate asphalt cement feed pump and finished product pump to maximize production. Blender shall be capable of providing 100% proportional mix at any given time during the blending cycle and documentation from the manufacturer, supporting this, shall be submitted to the Director of Public Works, or his designated agent, if requested.
- b. Distributor Truck: on projects exceeding 31.8 metric tons (35 tons) of liquid asphalt rubber, at least two pressure-type bituminous distributor trucks in good condition will be required. The distributor shall be equipped with an internal heating device capable of heating the material evenly up to 218°C (425° F); an internal mixing unit capable of maintaining a proper mixture of asphalt cement and granulated rubber; have adequate pump capacity to maintain a high rate of circulation in the tank and to spray the asphalt-rubber at a viscosity of 1,000 to 3,500 centipoises; have adequate pressure devices and suitable manifolds to provide constant positive cut-off to prevent dripping from the nozzles. Distributor shall be equipped with an electronically controlled

computerized compensation unit for controlling application rates at various width and speed changes. The application unit shall have electronic controls and a digital read out installed and operated from the inside of the cab of the distributor.

The distribution bar on the distributor shall be fully circulating. Any distributor that produces a streaked or irregular distribution of the material shall be promptly repaired or removed from the project.

Distributor equipment shall include a tachometer, pressure gauges, volume measuring devices, and a thermometer for reading temperature of tank contents. Controls for spray bar shall be located in cab of truck, for controlling width and rate of spray of product. It shall be so constructed that uniform applications may be made at the specified rate per square meter with a tolerance of plus or minus 0.2 liters per square meter (0.05 gal. / sq. yd).

A "bootman" shall accompany the distributor and ride in a position so that all spray bar nozzles are in his full view and readily accessible for unplugging.

- c. Hauling Equipment: trucks for hauling cover material shall be rear discharge conveyor-fed or "live bottom" trucks and shall be equipped with a device to lock onto the hitch at the rear of the chip spreader to prevent aggregate spillage.

Sufficient hauling vehicles will be available to ensure continuous operation of the distributor and chip spreader.

- d. Aggregate Spreader: the aggregate spreader shall be hydrostatically driven and self-propelled. It must be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 5.4 meters, (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0 - 6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of stone, which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.
- e. Pneumatic-Tired Roller: two (2) self-propelled, multiple wheel, pneumatic-tired rollers shall be used and shall weigh between 6.5 and 10.9 metric tons (7 and 12 tons), each roller shall have a total compacting width of at least 1.4 meters (56 inches), have a minimum tire pressure of 414 kPa (60 psi), and be equipped with a watering system.
- f. Steel-Wheel Roller: one (1) self-propelled, 2-axle (tandem) steel-wheel roller shall be used and shall weigh between 7.3 and 10.9 metric tons, (8 and 12 tons), and be equipped with scrapers, wetting pads and watering system. Combination pneumatic and steel drum-type rollers are acceptable, as one unit only.

#### Construction Procedures:

- a. Preparation: potholes, other areas of pavement failure, and major depressions in the existing pavement surface shall be repaired by the owner with asphalt concrete. A leveling course shall be placed on planed, milled or existing surface by the owner, if required.

Immediately prior to application of the asphalt-rubber, the surface shall be thoroughly cleaned by sweeping. Contractor shall be responsible for covering all utility irons just prior to application and uncovering after aggregate is spread.

- b. Seasonal and Weather Limitations: the asphalt-rubber shall not be applied when weather conditions are unfavorable to obtaining a uniform spread. Construction shall proceed only when the atmospheric temperature is at least 10°C (50°F), and rising. No water shall be present on the road surface.
- c. Application: the asphalt-rubber mixture shall be applied at a temperature of 170° to 215°C (338°F to 419°F), at a rate of 2.5 to 2.9 liters per square meter (0.55 to 0.65 gallons per square yard). Exact rate is to be determined by the aggregate gradation, traffic volume and pavement condition.

Longitude joints shall be reasonably true to line and parallel to centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 10.2 to 15.2 centimeters (4 to 6 inches).

During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property.

- d. Aggregate Application: the application of aggregate shall follow as close as possible behind the application of the hot asphalt-rubber which shall not be spread further in advance of the aggregate spread that can be immediately covered. Construction equipment or other vehicles shall not drive on the uncovered asphalt-rubber. The hot pre-coated aggregate shall be spread uniformly by a self-propelled spreader at a rate of spread directed by the Director of Public Works or his designated agent, generally between 16.3 to 21.7 kilograms per square meter (30 to 40 pounds per square yard). Any deficient areas shall be covered with additional material.
- e. Rolling: a minimum of three (3) rollers shall be used for aggregate compaction into the hot asphalt-rubber. Two rollers must be pneumatic-tired and one must be steel-wheel. Rolling shall commence immediately following spread of aggregate. There shall be at least three coverage's by the pneumatic-tired rollers to embed the aggregate particles firmly into the asphalt-rubber. A coverage shall be as many passes as are necessary to cover the entire width being spread with a pass being one movement of a roller in either direction. Additional coverage of the steel-wheel roller will follow. Water shall be applied to the tires or wheels as required to limit sticking of the asphalt-rubber and aggregate to the rollers.
- f. Sweeping: when the maximum amount of aggregate has been embedded into the asphalt-rubber and the pavement has cooled, all loose material shall be swept or otherwise removed. This will be done at a time and in a manner that will not displace any embedded aggregate or damage the asphalt-rubber. Pre and post sweeping is the responsibility of the Highway Division.

Payment: SAM or SAMI stress Absorbing Membrane or Stress Absorbing Membrane Interlayer will be measured by the square yard and shall be the actual number of square meters / square yards applied. Price per square yard shall be full compensation for all labor, materials and equipment required to complete the work in accordance with these specifications.

Performance: it is the intention of the Town of Needham not to award a contract for Asphalt - Rubber Surface Treatment with Aggregate Cover work under this or any other proposal if the contractor cannot furnish satisfactory evidence that he/she has the ability and experience to perform this class of work and that he/she has sufficient capital and equipment to enable him/her to prosecute the work successfully and to complete it within the time named in the contract. The contractor shall not sublet any portion of this contract, and will own all equipment used to complete such contract. It will be the responsibility of each contractor to visit the job site with the Highway Superintendent or his designee. The Town can reject any bid of a contractor who has not visited the work site. The Town of Needham reserves the right to reject this or any other proposal or to award the contract as is deemed to be to the best interest of said Town.

Guarantee: any material or workmanship found to be defective for up to two (2) years from the date of acceptance by the Director of Public Works or his designated agent shall be replaced by the contractor at no cost to the Town. Upon notification of defective material or workmanship, the contractor shall immediately replace such defective areas. The term designated agent shall mean an employee of the

Town, designated by the Director of Public Works.

Protection of Work: once work has begun, as indicated in a work request, the contractor shall pursue work in a continuous and diligent manner until all work is completed unless otherwise directed by the Director of Public Works or his designated agent.

The contractor must locate and place temporary protective covers on all roadway castings. All temporary protective covers shall be removed and disposed of by the contractor within 24 hours after completing the work. The contractor will clean the casting as needed to ensure that all casting covers and/or grates can be removed for normal access.

**PART 3 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION**  
**Road Surface Treatments**  
**19DPW179C**

Company Name: \_\_\_\_\_

- Bidder has completed and returned the **Acknowledgment of Receipt** form (via fax or email).
- Bidder has completed, signed, and enclosed the **Bid Form A: Bid Price Form** or an exact copy.
- Bidder has completed, signed, and enclosed the **Bid Form B: Bidder Information Response** form.
- Bidder has completed, signed, and enclosed the **Bid Form C: Authentication Form**.
- Bidder has completed, signed, and enclosed the **Bid Form D: Certificate of Good Faith**.
- Bidder has completed, signed, and enclosed the **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- Bidder has completed, signed, and enclosed the **Bid Form F: Certificate of Compliance for Public Construction More than \$10,000.00**.
- Bidder has provided at least five (5) references on the **Bid Form G: Professional Reference Form** of which at least one (1) is a governmental unit (municipal/county/regional district/state agency/special district).
- If the bid submission is signed by someone other than the Owner/President of the company, a completed **Bid Form H: Certificate of Authority of Corporate Resolution** for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- The Bid Deposit (Bond) enclosed.
- Bidder acknowledged all addenda, if any  
Addendum Number 1 dated \_\_\_\_\_  
Addendum Number 2 dated \_\_\_\_\_  
Addendum Number 3 dated \_\_\_\_\_  
Addendum Number 4 dated \_\_\_\_\_  
Addendum Number 5 dated \_\_\_\_\_

This form must be completed and filed with bid submission



**Bid Form A: Bid Sheet  
Road Surface Treatments  
19DPW179C**

<b>Bid Item</b>	<b>Duration</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Total Price (Unit Price x Est. Qty.)</b>
<b>Bid Item 1 – Crack Sealing</b>				
<b>1A</b>	May 1, 2019 – December 31, 2019	\$	X 15,000 gallons	\$
<b>1B</b>	Estimated Pass-Through Cost of Police Details			\$5,000
<b>Year 1 Total (Sum of 1A-1B)</b>				<b>\$</b>
<b>2A</b>	January 1, 2020 – December 31, 2020	\$	X 15,000 gallons	\$
<b>2B</b>	Estimated Pass-Through Cost of Police Details			\$5,000
<b>Year 2 Total (Sum of 2A-2B)</b>				<b>\$</b>
<b>3A</b>	January 1, 2021 – December 31, 2021	\$	X 15,000 gallons	\$
<b>3B</b>	Estimated Pass-Through Cost of Police Details			\$5,000
<b>Year 3 Total (Sum of 3A-3B)</b>				<b>\$</b>
<b>Trade Name:</b>			<b>Manufacturer:</b>	

<b>Bid Item</b>	<b>Duration</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Total Price (Unit Price x Est. Qty.)</b>
<b>Bid Item 2 – Stone Seal (Double)</b>				
<b>1A</b>	May 1, 2019 – December 31, 2019	\$	X 20,000 s.y.	\$
<b>1B</b>	Estimated Pass-Through Cost of Police Details			\$5,000
<b>Year 1 Total (Sum of 1A-1B)</b>				<b>\$</b>
<b>2A</b>	January 1, 2020 – December 31, 2020	\$	X 20,000 s.y.	\$
<b>2B</b>	Estimated Pass-Through Cost of Police Details			\$5,000
<b>Year 2 Total (Sum of 2A-2B)</b>				<b>\$</b>
<b>3A</b>	January 1, 2021 – December 31, 2021	\$	X 20,000 s.y.	\$
<b>3B</b>	Estimated Pass-Through Cost of Police Details			\$5,000
<b>Year 3 Total (Sum of 3A-3B)</b>				<b>\$</b>

<b>Bid Item</b>	<b>Duration</b>	<b>Unit Price</b>	<b>Est. Qty.</b>	<b>Total Price (Unit Price x Est. Qty.)</b>
<b>Bid Item 3 – Asphalt-Rubber Surface Treatment with Aggregate Cover (20% Rubber)</b>				
<b>1A</b>	May 1, 2019 – December 31, 2019	\$	X 40,000 s.y.	\$
<b>1B</b>	Estimated Pass-Through Cost of Police Details			\$5,000
<b>Year 1 Total (Sum of 1A-1B)</b>				<b>\$</b>
<b>2A</b>	January 1, 2020 – December 31, 2020	\$	X 40,000 s.y.	\$
<b>2B</b>	Estimated Pass-Through Cost of Police Details			\$5,000
<b>Year 2 Total (Sum of 2A-2B)</b>				<b>\$</b>
<b>3A</b>	January 1, 2021 – December 31, 2021	\$	X 40,000 s.y.	\$
<b>3B</b>	Estimated Pass-Through Cost of Police Details			\$5,000
<b>Year 3 Total (Sum of 3A-3B)</b>				<b>\$</b>

Company Name: \_\_\_\_\_

**Bidder Acknowledges Addenda #:** \_\_\_\_\_

Company Name: \_\_\_\_\_ Number of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

This form must be completed and filed with bid submission

**Bid Form B: Bidder Information Response  
Road Surface Treatments  
19DPW179C**

Legal Name of the Bidder: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Company Web Address: \_\_\_\_\_

Company Telephone: \_\_\_\_\_ Company Fax Number: \_\_\_\_\_

State of Incorporation (Date): \_\_\_\_\_

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

**Company Contacts – Required**

**Individual submitting the bid:** (This is the individual who should sign the Certificate of Good Faith)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Individual to be contacted about the bid:** (If different from the individual submitting the bid)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Best Times to Contact: \_\_\_\_\_

**Individual authorized to contractually bind the company:** (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Best Times to Contact: \_\_\_\_\_

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded?  **Yes**  **No**
2. Is the Bidder prepared to provide the insurances as required?  **Yes**  **No**
3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the Scope of Services? (If yes, the bid may be deemed conditional.)  **Yes**  **No**
4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission?  **Yes**  **No**
5. Is the Bidder prepared to execute the Town's contract, if awarded?  **Yes**  **No**

Signature of the Bidder: \_\_\_\_\_

Printed Name and Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

This form must be completed and filed with bid submission

**Bid Form C: Authentication Form  
Road Surface Treatments  
19DPW179C**

The undersigned agrees that, if selected as the contractor for any or all of the above bid items, the contractor shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a fully executed contract.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

This form must be completed and filed with bid submission

**Bid Form D: Certificate of Good Faith  
Road Surface Treatments  
19DPW179C**

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30 Section 39M.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Individual Submitting Bid: \_\_\_\_\_

Individual Full Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

This form must be completed and filed with bid submission

**Bid Form E: Certificate of Compliance with Massachusetts Tax Laws  
Road Surface Treatments  
19DPW179C**

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A , the undersigned acting on behalf of the Contractor\* certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*\*

(1) Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Corporation, Association, or Partnership: \_\_\_\_\_

Federal Tax ID Number or Social Security Number: \_\_\_\_\_

(2) By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Corporate Signature)

Name and Title: \_\_\_\_\_

Note to Contractor\*\*\*: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. \_\_\_\_\_ has filed all tax returns and paid all taxes required by law; or
2. \_\_\_\_\_ has filed a pending application for abatement of such tax; or
3. \_\_\_\_\_ has a pending petition before the appellate tax board contesting such tax; or
4. \_\_\_\_\_ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\*\* Approval of a contract or other agreement will not be granted until the Town of Needham receives a signed copy of this Certification.

**This form must be completed and filed with bid submission**

**Bid Form F: Certificate of Compliance for Public Construction More than \$10,000.00**  
**Road Surface Treatments**  
**19DPW179C**

The undersigned agrees that, if selected as Contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30 39M. The undersigned agrees that, if selected as the contractor for any or all of the above bid items, he/she shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a fully executed contract.

The undersigned certifies, under pains and penalties of perjury that:

1. The Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
2. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration and the time the employee begins works and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee;

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title of Signatory: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

This form must be completed and filed with bid submission



**Bid Form G: Professional References  
Road Surface Treatments  
19DPW179C**

Customer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Period of Service (MM/YYYY): \_\_\_\_\_ through \_\_\_\_\_

Is this a Municipal or other Governmental Unit?:  Yes  No

Project Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_

Email: \_\_\_\_\_

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Customer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Period of Service (MM/YYYY): \_\_\_\_\_ through \_\_\_\_\_

Is this a Municipal or other Governmental Unit?:  Yes  No

Project Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_

Email: \_\_\_\_\_

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**(Make as many copies as necessary. A minimum of 5 references required)**

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED  
INFORMATION MUST BE FILED WITH BID SUBMISSION**

**Bid Form H: Certificate of Authority  
Road Surface Treatments  
19DPW179C**

Complete Only If Applicable

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer signed the  
**contract and bonds.** )

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ AFFIX CORPORATE  
(Signature of Clerk or Secretary)\* SEAL HERE
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the  
officer signed the **contract and bonds.**)

The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.